

ORIGINAL

THOMAS F. LANDERS [SBN 207335]
tlanders@swsslaw.com
ADAM R. ROSENTHAL [SBN 246722]
arosenthal@swsslaw.com
SOLOMON WARD SEIDENWURM & SMITH, LLP
401 B Street, Suite 1200
San Diego, California 92101
Telephone: (619) 231-0303
Facsimile: (619) 231-4755

Attorneys for R CONSULTING & SALES, INC.

FILED

09 JUL -7 PM 4:17

CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY: *gr*
DEPUTY

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

'09 CV 1472 JLS BLM

R CONSULTING & SALES, INC., a
California Corporation,

Plaintiff,

v.

F&L HELICOPTER TRANSPORT, LLC, an
Idaho LLC,

Defendant.

CASE NO.

COMPLAINT FOR:

- (1) BREACH OF CONTRACT;
- (2) STRICT LIABILITY;
- (3) NEGLIGENCE;
- (4) VIOLATION OF CALIFORNIA'S
UNFAIR COMPETITION LAW
(Bus. & Prof. Code § 17200, et seq.); and
- (5) VIOLATION OF CALIFORNIA'S FALSE
ADVERTISING LAW
(Bus. & Prof. Code § 17500, et seq.).

AND

JURY TRIAL DEMAND

Plaintiff alleges as follows:

PARTIES

1. Plaintiff R CONSULTING & SALES, INC. ("Plaintiff" or "RCS") is, and at all times relevant was, a corporation organized and existing under the laws of the State of California with its principal place of business in San Diego, California.

2. Plaintiff is informed and believes, and on that basis alleges, that at all times relevant to this dispute, defendant F&L HELICOPTER TRANSPORT, LLC ("Defendant" or "F&L") was a limited liability company organized and existing under the laws of the State of

1 Idaho, with its principal place of business in Bonners Ferry, Idaho. Plaintiff is informed and
2 believes that Shane Flora is the sole member of F&L and resides in Denver, Colorado.

3 **JURISDICTION AND VENUE**

4 3. This Court has jurisdiction under 28 U.S.C. § 1332 because this is a dispute
5 between a citizen of a state and a citizen of a foreign state and the amount in controversy
6 exceeds \$75,000, exclusive of interest and costs.

7 4. Venue in this District is proper under 28 U.S.C. § 1391 because a substantial
8 number of the material events giving rise to this claim occurred in this District, Defendant
9 entered into the Agreement on which this action is based in the State of California, has
10 minimum contacts with California, and is subject to personal jurisdiction in this District.

11 **PRELIMINARY ALLEGATIONS COMMON TO ALL CAUSES OF ACTION**

12 5. RCS is in the business of buying, selling and leasing helicopters and other
13 aircraft to private individuals and business entities throughout Southern California.

14 6. RCS is informed and believes that F&L is, and during all relevant times was a
15 common carrier, in the business of intrastate and interstate transportation of aircraft,
16 including helicopters. According to advertisements made on F&L's now defunct website,
17 F&L offers its customers "honest, reliable, careful service" in the transportation of
18 helicopters, and uses "state of the art equipment." F&L further advertised that the company
19 is "fully insured."

20 7. In or about June 2008, Plaintiff purchased an Augusta A109A Helicopter (the
21 "Helicopter").

22 8. Shortly after purchasing the Helicopter, and in reliance on statements made on
23 F&L's website, Plaintiff contacted Defendant to discuss the intrastate shipment of the
24 Helicopter from Chino, California to San Diego, California.

25 9. On or about November 7, 2008, RCS and F&L entered into a written
26 agreement whereby F&L agreed to transport the Helicopter, as well as its four rotor blades,
27 engine, cowlings and exhaust (collectively the "Parts") from Chino, California to San Diego,
28 California (the "Agreement"). As consideration for the Agreement, RCS paid F&L \$2,500. A

1 true and correct copy of the Agreement is attached herein as Exhibit A.

2 10. Pursuant to the Agreement, on or about November 7, 2008, F&L retrieved the
3 Helicopter and Parts from an airport hangar in Chino, California. F&L then proceeded to
4 load the Helicopter and Parts onto the company's 35-foot flatbed truck to make the trip to
5 San Diego, California.

6 11. RCS is informed and believes that while en route to San Diego, F&L parked
7 the flatbed truck in a parking lot adjacent to a motel where Mr. Florea spent the night.

8 12. RCS is informed and believes that at some time between when F&L parked its
9 truck in the lot and 8:45 the next morning, November 8, 2008, unknown person(s) forcibly
10 entered the truck and Helicopter itself, which was locked, stealing the Parts and damaging
11 the Helicopter. Following the theft, F&L through its member Shane Florea and RCS filed
12 several incident reports with the County of Riverside Sheriff Department.

13 13. RCS is informed and believes that the total costs of replacing the Parts and
14 rebuilding the Helicopter is in excess of \$750,000.

15 14. RCS has made numerous demands on F&L and its insurance carriers to
16 reimburse RCS for the stolen Parts. F&L and its insurance carriers have thus far refused to
17 comply with RCS' demands, thereby necessitating this lawsuit.

18 15. In addition to the expense of replacing the Parts and repairing the Helicopter,
19 RCS has suffered, and will continue to suffer, damages in excess of \$18,000 per month in
20 lost revenue and business opportunities relating to the leasing of the Helicopter, subject to
21 proof.

22 **FIRST CLAIM FOR RELIEF**

23 **(Breach of Contract)**

24 16. RCS incorporates by reference paragraphs 1 through 15 above.

25 17. RCS has performed all covenants, conditions and promises as required under
26 the Agreement, except those obligations RCS was prevented or excused from performing.

27 18. Implied in the Agreement is a covenant that F&L would act in good faith,
28 would deal fairly and honestly with RCS, and would do nothing to deprive RCS of the

1 benefit of the Agreement.

2 19. F&L has materially breached the Agreement and the implied covenant of good
3 faith and fair dealing implied in it by, among other things:

- 4 a. Failing to deliver the Helicopter, with all of its Parts, to San Diego,
5 California;
- 6 b. Failing to safeguard the Helicopter and its Parts while in F&L's care;
7 and
- 8 c. Failing to provide insurance coverage to reimburse RCS for the losses it
9 has sustained.

10 20. As a direct and proximate result of F&L's material breaches of the Agreement,
11 RCS has suffered consequential, general and special damages (including, without limitation,
12 lost business opportunities and lost profits relating to the leasing of the Helicopter) in the
13 sum of not less than \$1,000,000, together with interest thereon at the legal maximum rate,
14 and attorneys' fees and costs, all according to proof.

15 **SECOND CLAIM FOR RELIEF**

16 **(Strict Liability—Cal. Civil Code § 2194, *et seq.*)**

17 21. RCS incorporates by reference paragraphs 1 through 20 above.

18 22. Because at all times F&L acted as an "inland carrier" while shipping the
19 Helicopter within the geographical boundaries of the State of California, it is bound by the
20 provisions of California law, including Cal. Civil Code § 2194, *et seq.*

21 23. Pursuant to Section 2194, *et seq.*, F&L is strictly liable for all losses sustained
22 by RCS. Furthermore, the fact that the Parts were stolen from F&L's truck has no bearing
23 whatsoever on F&L's strict liability.

24 24. As a direct and proximate result of F&L's conduct, RCS has suffered
25 consequential, general and special damages (including, without limitation, lost business
26 opportunities and lost profits relating to the leasing of the Helicopter) in the sum of not less
27 than \$1,000,000, together with interest thereon at the legal maximum rate, and attorneys'
28 fees and costs, all according to proof. Pursuant to California law, F&L is strictly liable to RCS

1 for all such damages.

2 **THIRD CLAIM FOR RELIEF**

3 **(Negligence)**

4 25. RCS incorporates by reference paragraphs 1 through 24 above.

5 26. F&L owed RCS a duty to exercise due care in transporting the Helicopter and
6 its Parts.

7 27. F&L failed to exercise such due care and negligently and carelessly performed
8 its services under the Agreement and California law. Consequently, F&L materially
9 breached its duty of care to RCS.

10 28. As a direct and proximate result of F&L's negligence, RCS has suffered
11 consequential, general and special damages (including, without limitation, lost business
12 opportunities and lost profits relating to the leasing of the Helicopter) in the sum of not less
13 than \$1,000,000, together with interest thereon at the legal maximum rate, and attorneys'
14 fees and costs, all according to proof.

15 **FOURTH CLAIM FOR RELIEF**

16 **(Violation of California's Unfair Competition Law, Bus. & Prof. Code § 17200, et seq.)**

17 29. RCS incorporates by reference paragraphs 1 through 28 above.

18 30. By and through the conduct alleged above, F&L has engaged in deceptive and
19 "unlawful" business practices prohibited by California's Unfair Competition Law, as codified
20 in Business & Professions Code § 17200, et seq.

21 31. Specifically, Defendants have violated the following predicate statutes:

22 a. Cal. Civil Code § 2194, et seq.; and

23 b. Bus. & Prof. Code § 17500, et seq.

24 32. As a direct and proximate result of F&L's unfair business practices, RCS has
25 suffered compensatory, consequential, general and special damages including, without
26 limitation, payments made by RCS to F&L, licensing fees, taxes, and costs resulting from the
27 loss of use of the Helicopter, all in a sum believed to exceed \$1,000,000, plus interest, in an
28 amount to be proven at or before trial. Furthermore, in order to protect itself from F&L's

1 unfair business practices, RCS has also had to employ legal counsel and incur costs
2 associated with this lawsuit.

3 **FIFTH CLAIM FOR RELIEF**

4 **(Violation of California's False Advertising Law, Bus. & Prof. Code § 17500, et seq.)**

5 33. RCS incorporates by reference paragraphs 1 through 32 above.

6 34. F&L's conduct constitutes false and misleading advertising in violation of
7 Business & Professions Code § 17500, et seq., in that F&L promoted and advertised that it
8 provides its customers with "honest, reliable, careful service" in the transportation of
9 helicopters, and uses "state of the art equipment." F&L further advertised that the company
10 is "fully insured."

11 35. RCS is informed and believes that promotion and advertising was false and
12 F&L knew it was false.

13 36. RCS is informed and believes that F&L made that promotion and advertising in
14 reckless disregard of the truth or falsity of their statements.

15 37. RCS relied on F&L's promotion and advertising in entering into the
16 Agreement.

17 38. As a direct and proximate result of F&L's false and misleading advertising, RCS
18 has suffered compensatory, consequential, general and special damages including, without
19 limitation, payments made by RCS to F&L, licensing fees, taxes, and costs resulting from the
20 loss of use of the Helicopter, all in a sum believed to exceed \$1,000,000, plus interest, in an
21 amount to be proven at or before trial. Furthermore, in order to protect itself from F&L's
22 false and misleading advertising, RCS has also had to employ legal counsel and incur costs
23 associated with this lawsuit.

24 **PRAYER FOR RELIEF**

25 WHEREFORE, Plaintiff RCS prays for judgment against F&L as follows:

26 **1. As to the First, Second and Third Claims For Relief:**

- 27 a. For consequential, general and special damages in an amount exceeding
28 \$1,000,000 subject to proof; together with interest thereon at the

1 maximum legal rate;

2 b. For costs of suit incurred herein; and

3 c. For such other and further relief as the Court deems proper.

4 **2. As to the Fourth and Fifth Claims For Relief:**

5 a. For consequential, general and special damages in an amount exceeding
6 \$1,000,000 subject to proof, together with interest thereon at the
7 maximum legal rate;

8 b. For punitive damages in an amount subject to proof at the time of trial;

9 c. For costs of suit incurred herein; and

10 d. For such other and further relief as the Court deems proper.

11 DATED: July 7, 2009

SOLOMON WARD SEIDENWURM & SMITH, LLP

12
13
14 By:


THOMAS F. LANDERS
ADAM R. ROSENTHAL
Attorneys for R CONSULTING & SALES, INC.

15
16
17 **DEMAND FOR JURY**

18 R Consulting & Sales, Inc. demands a jury trial of all claims triable by a jury.

19
20 DATED: July 7, 2009

SOLOMON WARD SEIDENWURM & SMITH, LLP

21
22
23 By:


THOMAS F. LANDERS
ADAM R. ROSENTHAL
Attorneys for R CONSULTING & SALES, INC.

F & L
Helicopter Transport



Shane Florea & Frederica Lederhos

1-208-946-9596

shane@helicoptertransporting.com

F&L Helicopter Transport, LLC PO Box F, Bonners Ferry, ID 83805 (208) 946-9596

TO: Lance
VIA: skywonders@aol.com
FROM: Shane Florea, Owner
DATE: November 10, 2008
RE: Invoice for Helicopter Transport

Lance,

The cost of transporting 1 Augusta 109 tail # 901DN with additional parts inside helicopter and 4 rotor blades not boxed from Chino, CA to San Diego, CA is \$2500.

I would appreciate it if you could transfer the funds into our checking account at Bank of America, routing number 026009593, account number 68812700.

Lance, as always...thank you for being a loyal customer!

Sincerely,

Shane Florea

Shane Florea, Owner
F&L Helicopter Transport

We go the extra mile for YOU our valued customer!

JS 44 (Rev. 12/07)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

I. (a) PLAINTIFFS

R CONSULTING & SALES, INC., a California Corporation

DEFENDANTS

F&L HELICOPTER TRANSPORT, LLC, an Idaho LLC

(b) County of Residence of First Listed Plaintiff San Diego
(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant CO Colorado PM 4:17
(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorney's (Firm Name, Address, and Telephone Number)

Thomas F. Landers [207335], Adam R. Rosenthal [246722]
Solomon Ward Seidenwurm & Smith, LLP
401 B Street, Suite 1200
San Diego, CA 92101
Tel. (619) 231-0303

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE
LAND INVOLVED. SOUTHERN DISTRICT OF CALIFORNIA

Attorneys (If Known)
Paul William Vogel
120 East Lake Street, Suite 313
P.O. Box 1828
Sandpoint, ID 83864-0903
Tel. (208) 265-3666

DEP

09 CV 1472 JLS BLM

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant ☒ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- Citizen of This State ☐ 1 PTF ☐ 1 DEF ☐ 1 Incorporated or Principal Place of Business In This State ☒ 4 PTF ☐ 4 DEF ☐ 4
- Citizen of Another State ☐ 2 PTF ☐ 2 DEF ☐ 2 Incorporated and Principal Place of Business In Another State ☐ 5 PTF ☒ 5 DEF ☒ 5
- Citizen or Subject of a Foreign Country ☐ 3 PTF ☐ 3 DEF ☐ 3 Foreign Nation ☐ 6 PTF ☐ 6 DEF ☐ 6

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS		FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 362 Personal Injury—Med. Malpractice	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 400 State Reapportionment
<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 365 Personal Injury—Product Liability	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<input type="checkbox"/> 410 Antitrust
<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	PROPERTY RIGHTS	<input type="checkbox"/> 430 Banks and Banking
<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Federal Employers' Liability	PERSONAL PROPERTY	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 820 Copyrights	<input type="checkbox"/> 450 Commerce
<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 830 Patent	<input type="checkbox"/> 460 Deportation
<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input checked="" type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 650 Airline Regs.	<input type="checkbox"/> 840 Trademark	<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations
<input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 660 Occupational Safety/Health		<input type="checkbox"/> 480 Consumer Credit
<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability		<input type="checkbox"/> 690 Other	SOCIAL SECURITY	<input type="checkbox"/> 490 Cable/Sat TV
<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury		LABOR	<input type="checkbox"/> 861 HIA (1395ff)	<input type="checkbox"/> 810 Selective Service
<input type="checkbox"/> 190 Other Contract			<input type="checkbox"/> 710 Fair Labor Standards Act	<input type="checkbox"/> 862 Black Lung (923)	<input type="checkbox"/> 850 Securities/Commodities/Exchange
<input type="checkbox"/> 195 Contract Product Liability			<input type="checkbox"/> 720 Labor/Mgmt. Relations	<input type="checkbox"/> 863 DIWC/DIWW (405(g))	<input type="checkbox"/> 875 Customer Challenge 12 USC 3410
<input type="checkbox"/> 196 Franchise			<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act	<input type="checkbox"/> 864 SSID Title XVI	<input type="checkbox"/> 890 Other Statutory Actions
			<input type="checkbox"/> 740 Railway Labor Act	<input type="checkbox"/> 865 RSI (405(g))	<input type="checkbox"/> 891 Agricultural Acts
REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	<input type="checkbox"/> 790 Other Labor Litigation	FEDERAL TAX SUITS	<input type="checkbox"/> 892 Economic Stabilization Act
<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)	<input type="checkbox"/> 893 Environmental Matters
<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 442 Employment	Habeas Corpus:		<input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 894 Energy Allocation Act
<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 530 General	IMMIGRATION		<input type="checkbox"/> 895 Freedom of Information Act
<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 462 Naturalization Application		<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice
<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 445 Amer. w/Disabilities - Employment	<input type="checkbox"/> 540 Mandamus & Other	<input type="checkbox"/> 463 Habeas Corpus - Alien Detainee		<input type="checkbox"/> 950 Constitutionality of State Statutes
<input type="checkbox"/> 290 All Other Real Property	<input type="checkbox"/> 446 Amer. w/Disabilities - Other	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 465 Other Immigration Actions		
	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 555 Prison Condition			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify) ☐ 6 Multidistrict Litigation ☐ 7 Appeal to District Judge from Magistrate Judgment

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

28 U.S.C. Sections 1332 and 1391

Brief description of cause:

VI. CAUSE OF ACTION

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23 **DEMAND \$**

CHECK YES only if demanded in complaint:
JURY DEMAND: ☒ Yes ☐ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE
July 7, 2009

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

American LegalNet, Inc.
www.FormsWorkflow.com

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference related pending cases if any. If there are related pending cases, insert the docket numbers and the corresponding judge names for such cases.

Date and Attorney Signature. Date and sign the civil cover sheet.

Court Name: USDC California Southern
Division: 3
Receipt Number: CAS002780
Cashier ID: bhartman
Transaction Date: 07/07/2009
Payer Name: NATIONWIDE LEGAL

CIVIL FILING FEE

For: R CONSULTING V FANDL HELICOPT
Case/Party: D-CAS-3-09-CV-001472-001
Amount: \$350.00

CHECK

Check/Money Order Num: 109973
Amt Tendered: \$350.00

Total Due: \$350.00
Total Tendered: \$350.00
Change Amt: \$0.00

There will be a fee of \$45.00
charged for any returned check.